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Attorneys for Plaintiff COLUMBIA EXPORT TERMINAL, LLC

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION**

**COLUMBIA EXPORT TERMINAL,
LLC,**

Plaintiff,

v.

**THE INTERNATIONAL
LONGSHORE AND WAREHOUSE
UNION; KANE AHUNA, an individual;
JASON ANDREWS, an individual;
JESUS ARANGO, an individual; MIKE
AYERS, an individual; BRIAN BANTA,
an individual; KEN BANTA, an
individual; KEITH BANTA, an
individual; ANDRE BARBER, an
individual; CRYSTAL BARNES, an
individual; CRAIG BITZ, an individual;
LISA BLANCHARD, an individual;
RANDY BOOKER, an individual; BRAD
BOYD, an individual; LARRY
BROADIE, an individual; FELIX
BROWN, an individual; JIMMY
BROWN, an individual; JON**

Case No.: 3:18-cv-2177

COMPLAINT

BUDISELIC, an individual; **WILLIAM BURRIS**, an individual; **DOUGLAS CAREY**, an individual; **GREG CARSE**, an individual; **ANTHONY CERRUTTI**, an individual; **HUGH COLSON**, an individual; **TIM COPP**, an individual; **E. COTUREN**, an individual; **STEVEN COX**, an individual; **RYAN CRANSTON**, an individual; **JAMES DAW**, an individual; **ADAM DAY**, an individual; **JAMES DEGMAN**, an individual; **TORRAE DE LA CRUZ**, an individual; **FRANK DE LA ROSA**, an individual; **THOMAS DEMUTH**, an individual; **JAMES DINSMORE**, an individual; **BRIAN DIRCKSEN**, an individual; **TERENCE DODSON**, an individual; **GARY DOTSON**, an individual; **OLIVER EDE**, an individual; **RAY ELWOOD**, an individual; **TODD ENGLERT**, an individual; **CHRIS EUBANKS**, an individual; **DAVID FAMBRO**, an individual; **LARRY FAST**, an individual; **JAMES FINCH**, an individual; **GREG FLANNERY**, an individual; **MIKE GARDNER**, an individual; **BRETT GEBHARD**, an individual; **RICHARD GILSTRAP**, an individual; **TED GRAY**, an individual; **KURTIS HANSON**, an individual; **MIKE HARMS**, an individual; **RANDY HARPER**, an individual; **TERRY HICKMAN**, an individual; **JAMES HOLLAND**, an individual; **BRUCE HOLTE**, an individual; **RONALD HUSEMAN**, an individual; **NATHAN HYDER**, an individual; **TROY JAMES**, an individual; **SAM JAURON**, an individual; **ANTHONY JEFFRIES**, an individual; **KEVIN JOHNSON**, an individual; **PAT JOHNSON**, an individual; **TERRY JOHNSON**, an individual; **TIM JONES**, an individual; **JON JULIAN**, an individual; **LEROY KADOW**, an individual; **GEORGE KELLY**, an individual; **ERIC KING**, an

individual; **WAYNE KING**, an individual; **KEVIN KNOTH**, an individual; **KENNETH KYTLE**, an individual; **MIKE LACHAPELLE**, an individual; **JIMMY LAI**, an individual; **TOM LANGMAN**, an individual; **TYLER LAUTENSCHLAGER**, an individual; **JACK LEE**, an individual; **KEN LEE**, an individual; **DAN LESSARD**, an individual; **SHANTI LEWALLEN**, an individual; **DANNY LOKE**, an individual; **THOMAS LOVE**, an individual; **WILFRED LUCH**, an individual; **KARL LUNDE**, an individual; **CRAIG MAGOON**, an individual; **MIKE MAHER**, an individual; **JASON MALACHI**, an individual; **LEVI MANNING**, an individual; **RICKIE MANNING**, an individual; **JAY MANTEI**, an individual; **PAT MARONAY**, an individual; **A. MARTIN**, an individual; **GARRY MATSON**, an individual; **PAT MCCLAIN**, an individual; **M. MCMAHON**, an individual; **MIKE MCMURTREY**, an individual; **DONALD MEHNER**, an individual; **CURTIS MEULER**, an individual; **KARL MINICH**, an individual; **JOSH MORRIS**, an individual; **JOHN MULCAHY**, an individual; **TOM NEITLING**, an individual; **MARTIN NELSON**, an individual; **GREG NEMYRE**, an individual; **RIAN NESTLEN**, an individual; **CHRIS OVERBY**, an individual; **KEN OVIATT**, an individual; **THOMAS OWENS**, an individual; **JOHN PEAK**, an individual; **SHANE PEDERSON**, an individual; **JEFF PERRY**, an individual; **JOHN PERRY**, an individual; **ARNOLD PETERSON**, an individual; **TERRY PLAYER**, an individual; **JAMES POPHAM**, an individual; **DAVID PORTER**, an individual; **MIKE RAPACZ**, an individual; **JOHN RINTA**, an individual;

WILLIAM ROBERTS, an individual;
JOSEPH ROBINSON, an individual;
MARK ROBINSON, an individual;
CHRIS SCHEFFEL, an individual;
THEODORE SCHUH, an individual;
MIKE SEXTON, an individual; **MARK SIEGEL**, an individual; **COURTNEY SMITH**, an individual; **JEFF SMITH**, an individual; **MIKE SMITH**, an individual; **SCOTT STEIN**, an individual; **DONALD STYKEL**, an individual; **MIKE SUHR**, an individual; **LEAL SUNDET**, an individual; **LAWRENCE THIBEDEAU**, an individual; **MARK THORSFELDT**, an individual; **SHAWN THORSTAD**, an individual; **JAMES THORUD**, an individual; **DAVID TRACHSEL**, an individual; **WILLIAM UNDERWOOD**, an individual; **JASON VANCE**, an individual; **DAVID VARNON**, an individual; **PAN VARNON**, an individual; **MIKE WALKER**, an individual; **DWAYNE WAMSHER**, an individual; **EUGENE WEBB**, an individual; **MIKE WEHAGE**, an individual; **KEVIN WELDON**, an individual; **SPENCER WHITE**, an individual; **RICHARD WIDLE**, an individual; **NURAL WILLIS**, an individual; **RONALD WOODS**, an individual; **MARK WRIGHT**, an individual; **CAROL WURDINGER**, an individual; **JERRY YLONEN**, an individual; **P. YOCITIM**, an individual; **RICHARD ZATTERBERG**, an individual; and **FRED ZOSKE**, an individual;

Defendants.

I.

PRELIMINARY STATEMENT

1. By this action, Plaintiff, Columbia Export Terminal, LLC (“CET”), an employer of union-represented workers in the loading of grain for international shipping, seeks relief against

the international union and union workers for their systematic hourly billing for time of workers who were not present at the work site, in violation of the Racketeer Influenced Corrupt Organizations Act (“RICO”), 18 U.S.C. §1962(a)-(d) and §1964. CET estimates the overbilling at approximately five million three hundred eleven thousand six hundred twenty-seven dollars (\$5,311,627). CET seeks treble damages, punitive damages, attorney fees and injunctive relief.

II.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this federal RICO action pursuant to 28 U.S.C. § 1337 relating to “any civil action or proceeding arising under any act of Congress regulating commerce,” and 28 U.S.C. § 1331 (federal question).

3. This Court has personal jurisdiction over each Defendant because Defendants’ fraudulent conduct out of which this RICO action arises was committed at Terminal 5, a grain export terminal, at the Port of Portland in Portland, Oregon (“Terminal 5”). *See, Freestream Aircraft (Bermuda) Ltd. v. Aero Law Group*, 905 F.3d 597, 606 (9th Cir. 2018) (“well-settled understanding that the commission of an intentional tort within the forum state usually supports the exercise of personal jurisdiction”).

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to this action occurred in the District of Oregon, namely Terminal 5.

III.

THE PARTIES

5. CET is a Delaware corporation with its principal place of business in Omaha, Nebraska. CET operates Terminal 5, a grain export terminal, at the Port of Portland in Portland,

Oregon. CET unloads grain that it receives from inland areas by rail and barge, then loads that grain onto ocean-going ships for transport to customers throughout Asia. CET's business continuously and substantially effects interstate and international commerce.

6. Defendant, International Longshore Warehouse Union ("ILWU"), is a labor organization that represents more than 40,000 members working in international and interstate shipping, in over 60 local unions and 5 states.

7. The individual defendants ("Individual Defendants"), each of whom is of the full age of majority, committed mail/wire fraud at Terminal 5 and, upon information and belief, reside within one hundred miles of the courthouse, are:

- a. Kane Ahuna;
- b. Jason Andrews;
- c. Jesus Arango;
- d. Mike Ayers;
- e. Brian Banta;
- f. Ken Banta;
- g. Keith Banta;
- h. Andre Barber;
- i. Crystal Barnes;
- j. Craig Bitz;
- k. Lisa Blanchard;
- l. Randy Booker;
- m. Brad Boyd;
- n. Larry Broadie;

- o. Felix Brown;
- p. Jimmy Brown;
- q. Jon Budeselic;
- r. William Burris;
- s. Douglas Carey;
- t. Greg Carse;
- u. Anthony Cerrutti;
- v. Hugh Colson;
- w. Tim Copp;
- x. Steven Cox;
- y. Ryan Cranston;
- z. James Daw;
- aa. Adam Day;
- bb. James Degman;
- cc. Torrae De La Cruz;
- dd. Frank De La Rosa;
- ee. Thomas Demuth;
- ff. James Dinsmore;
- gg. Brian Dircksen;
- hh. Terrence Dodson;
- ii. Gary Dotson;
- jj. Oliver Ede;
- kk. Ray Elwood;

ll. Todd Englert;
mm. Chris Eubanks;
nn. David Fambro;
oo. Larry Fast;
pp. James Finch;
qq. Greg Flannery;
rr. Mike Gardner;
ss. Brett Gebhard;
tt. Richard Gilstrap;
uu. Ted Gray;
vv. Kurtis Hanson;
ww. Mike Harms;
xx. Randy Harper;
yy. Terry Hickman;
zz. James Holland;
aaa. Bruce Holte;
bbb. Ronald Huseman;
ccc. Nathan Hyder;
ddd. Troy James;
eee. Sam Jauron;
fff. Anthony Jeffries;
ggg. Kevin Johnson;
hhh. Pat Johnson;

iii. Terry Johnson;
jjj. Tim Jones;
kkk. Jon Julian;
lll. Leroy Kadow;
mmm. George Kelly;
nnn. Eric King;
ooo. Wayne King;
ppp. Kevin Knoth;
qqq. Kenneth Kytle;
rrr. Mike LaChapelle;
sss. Jimmy Lai;
ttt. Tom Langman;
uuu. Tyler Lautenschlager;
vvv. Jack Lee;
www. Ken Lee;
xxx. Dan Lessard;
yyy. Shanti Lewallen;
zzz. Danny Loke;
aaaa. Thomas Love;
bbbb. Wilfred Luch;
cccc. Karl Lunde;
dddd. Craig Magoon;
eeee. Mike Maher;

ffff. Levi Manning;
gggg. Rickie Manning;
hhhh. Jay Mantei;
iiii. Pat Maronay;
jjjj. A. Martin;
kkkk. Garry Matson;
llll. Pat McClain;
mmmm. M. McMahon;
nnnn. Mike McMurtrey;
oooo. Donald Mehner;
pppp. Curtis Meuler;
qqqq. Karl Minich;
rrrr. Josh Morris;
ssss. John Mulcahy;
tttt. Tom Neitling;
uuuu. Martin Nelson;
vvvv. Greg Nemyre;
wwww. Rian Nestlen;
xxxx. Chris Overby;
yyyy. Ken Oviatt;
zzzz. Thomas Owens;
aaaaa. John Peak;
bbbbb. Shane Pederson;

cccc. Jeff Perry;
ddddd. John Perry;
eeee. Arnold Peterson;
ffff. Terry Player;
ggggg. James Popham;
hhhhh. David Porter;
iiii. Mike Rapacz;
jjjj. John Rinta;
kkkkk. William Roberts;
llll. Joseph Robinson;
mmmmm. Mark Robinson;
nnnnn. Chris Scheffel;
oooo. Theodore Schuh;
ppppp. Mike Sexton;
qqqqq. Mark Siegel;
rrrrr. Courtney Smith;
sssss. Jeff Smith;
tttt. Mike Smith;
uuuuu. Scott Stein;
vvvvv. Donald Stykel;
wwwww. Mike Suhr;
xxxxx. Leal Sundet;
yyyyy. Lawrence Thibedeau;

zzzzz. Mark Thorsfeldt;
aaaaaa. Shawn Thorstad;
bbbbbb. James Thorud;
cccccc. David Trachsel;
dddddd. William Underwood;
eeeeee. Jason Vance;
ffffff. David Varnon;
gggggg. Pan Varnon;
hhhhhh. Mike Walker;
iiiii. Dwayne Wamsher;
jjjjjj. Eugene Webb;
kkkkkk. Mike Wehage;
lllll. Kevin Weldon;
mmmmmm. Spencer White;
nnnnnn. Richard Widle;
oooooo. Nural Willis;
pppppp. Ronald Woods;
qqqqqq. Mark Wright;
rrrrrr. Carol Wurdinger;
ssssss. Jerry Ylonen;
ttttt. P. Yocitim;
uuuuuu. Richard Zatterberg; and
vvvvvv. Fred Zoske.

IV.

GENERAL FACTUAL ALLEGATIONS

8. The Individual Defendants are hourly workers who are dispatched from a Pacific Maritime Association (“PMA”)/ILWU hiring hall to perform work at CET. They are members of ILWU Local 8 (“Local 8”), a labor organization chartered by ILWU in Portland, Oregon, or ILWU Local 92 (“Local 92”), a labor organization chartered by ILWU in Portland, Oregon.

9. The Individual Defendants, through the Walking Boss for a given shift, submit to CET time sheets indicating hours each claims to have worked.

10. CET submits the time sheets to PMA in California, via use of interstate wire, for payment. The PMA processes and issues, via use of United States Mail and/or interstate wire, payroll payments to union workers’ individual checking or savings accounts held by banks in various states, and charges CET for all such payments. Using the hours reported on the time sheets, the PMA also charges CET for PMA assessments, which are then contributed to various PMA/ILWU benefit funds on behalf of the employees. Also via use of interstate wire, union members pay union dues to ILWU and Local 8 and Local 92. Each such use of the mail and interstate wire was, at all relevant times, known to or reasonably foreseeable by Defendants.

11. The Defendants, with specific intent to defraud, jointly entered into a conspiracy and scheme to conduct, and participate in the conduct of the affairs of Local 8 and Local 92, through a pattern of racketeering activity by which they routinely and systematically, over a period of more than four years, short-manned jobs and yet submitted time sheets indicating time worked for employees who did not work, and were not even at Terminal 5, for some or all of the indicated time. The Terminal 5 guard logs show that employees were not at Terminal 5 at times for which they billed hours and received unearned payment. One practice involved Individual Defendants

routinely splitting shifts, with one working the first half and the other working the second half, yet submitting time sheets indicating falsely that both had worked the full shift. Another practice involved Individual Defendants not showing up at all and yet those who did show up submitting time sheets indicating that the absent employee worked a full shift.

12. The Defendants' coordinated and systematic practice of submitting inflated time sheets over a period of more than four years is their regular way of conducting the business of Local 8 and Local 92 and is ongoing and continuing.

13. The overbilling known so far totals five million three hundred eleven thousand six hundred twenty-seven dollars (\$5,311,627). Attached hereto as Exhibit A is a spreadsheet listing in detail the overbilling that is presently known.

14. Despite repeated receipt of substantial excess and unearned payment over a period of years, no Individual Defendant ever advised CET of the overpayment and each knowingly retained the unearned payments. Attached hereto as Exhibit B is the total amount of overpayments to each Individual Defendant.

15. ILWU organized and orchestrated the scheme to submit falsified time sheets. ILWU never advised CET of the overpayments and retained all of the benefits of this scheme that it received.

16. Each submission of inflated time sheets constitutes the racketeering offense of mail fraud, pursuant to 18 U.S.C. §1341 and/or wire fraud, pursuant to 18 U.S.C. §1343.

17. It was reasonable for CET to rely on the time sheets. In reliance on the time sheets, CET did cause to be issued payments based on the inflated time sheets, which proximately caused CET damages of at least five million three hundred eleven thousand six hundred twenty-seven dollars (\$5,311,627).

V.

FIRST COUNT

Violation of 18 U.S.C. § 1962(a) against ILWU

18. CET incorporates the allegations of paragraphs 1-17.

19. ILWU is a person within the meaning of 18 U.S.C. §1962(a).

20. ILWU has received income derived from the above-described pattern of racketeering in the form of member dues, including member dues inflated by reason of the above-described pattern of racketeering. Each submission of an inflated time sheet constitutes the racketeering offense of mail fraud, pursuant to 18 U.S.C. §1341 and/or wire fraud, pursuant to 18 U.S.C. §1343.

21. ILWU has used and invested that income in the operation of ILWU.

22. ILWU is engaged in, and its activities affect interstate and foreign commerce.

23. ILWU's conduct violates 18 U.S.C. §1962(a) and gives rise to civil action under 18 U.S.C. §1964.

24. CET has been damaged by reason of this violation. CET has lost the illegally gotten income diverted to ILWU. Also, CET has been weakened, and ILWU has been strengthened, in its ability to indirectly bargain and maintain its pattern of racketeering at CET's expense.

SECOND COUNT

Violation of 18 U.S.C. § 1962(a) against Individual Defendants

25. CET incorporates the allegations of paragraphs 1-17.

26. Each Individual Defendant is a person within the meaning of 18 U.S.C. §1962(a).

27. Each Individual Defendant has received income derived from the above-described pattern of racketeering in the form of wages and benefits, including wages and benefits inflated by

reason of the above-described pattern of racketeering. Each submission of an inflated time sheet constitutes the racketeering offense of mail fraud, pursuant to 18 U.S.C. §1341 and/or wire fraud, pursuant to 18 U.S.C. §1343.

28. Each Individual Defendant has used and invested that income in the operation of ILWU, including through payment of dues.

29. Each Individual Defendant is engaged in, and his activities affect interstate and foreign commerce.

30. Each Individual Defendant's conduct violates 18 U.S.C. §1962(a) and gives rise to civil action under 18 U.S.C. §1964.

31. CET has been damaged by reason of this violation. CET has lost the illegally gotten income paid to Defendants. Also, CET has been weakened, and the Individual Defendants and their union, has been strengthened, in their ability to indirectly bargain and maintain their pattern of racketeering at CET's expense.

THIRD COUNT

Violation of 18 U.S.C. §1962(b) against ILWU

32. CET incorporates the allegations of paragraphs 1-17.

33. Each submission of inflated time sheets constitutes the racketeering offense of mail fraud, pursuant to 18 U.S.C. §1341 and/or wire fraud, pursuant to 18 U.S.C. §1343.

34. ILWU is a person within the meaning of 18 U.S.C. §1962(b).

35. ILWU, through the above-described pattern of racketeering, has acquired and maintains an indirect interest in, and indirect control of CET, in the form of owning substantial rights to control the labor at Terminal 5 that CET necessarily employs.

36. CET is engaged in, and its activities affect interstate and foreign commerce.

37. ILWU's conduct violates 18 U.S.C. §1962(b) and gives rise to civil action under 18 U.S.C. §1964.

38. CET has been damaged by reason of this violation. CET has lost the illegally obtained excess wages and benefits stolen through the pattern of racketeering. Also, CET has been weakened, and ILWU has been strengthened, in its ability to indirectly bargain and maintain its pattern of racketeering at CET's expense.

FOURTH COUNT

Violation of 18 U.S.C. §1962(c) against all Defendants

39. CET incorporates the allegations of paragraphs 1-17.

40. ILWU and each Individual Defendant is a person within the meaning of 18 U.S.C. §1962(c).

41. ILWU and each Individual Defendant is associated with Local 8 or Local 92.

42. Local 8 and Local 92 are enterprises within the meaning of 18 USC §§ 1961(4) and 1962(c), and, at all relevant times, have engaged in activities affecting interstate commerce.

43. ILWU and each Individual Defendant conducts, and participates in the conduct of, the affairs of Local 8 and/or Local 92, and has done so through the above-described pattern of racketeering, which is ongoing and continuing.

44. Each submission of an inflated time sheet constitutes the racketeering offense of mail fraud, pursuant to 18 U.S.C. §1341 and/or wire fraud, pursuant to 18 U.S.C. §1343.

45. Defendants conduct violates 18 U.S.C. §1962(c) and gives rise to civil action under 18 U.S.C. §1964.

46. CET has been damaged by reason of Defendants' pattern of racketeering in the amount of at least five million three hundred eleven thousand six hundred twenty-seven dollars

(\$5,311,627) in overpayments to Defendants. It was reasonable for CET to rely on the time sheets for their intended purpose. And CET did issue payment based on the inflated time sheets.

FIFTH COUNT

Violation of 18 U.S.C. §1962(c) against Individual Defendants

47. CET incorporates the allegations of paragraphs 1-17.
48. Each Individual Defendant is a person within the meaning of 18 U.S.C. §1962(c).
49. Each Individual Defendant is associated with Local 8 or Local 92.
50. Local 8 and Local 92 are enterprises within the meaning of 18 USC §§ 1961(4) and 1962(c), and, at all relevant times, have engaged in activities affecting interstate commerce.
51. Each Individual Defendant conducts, and participates in the conduct of, the affairs of Local 8 and/or Local 92, and has done so through the above-described pattern of racketeering, which is ongoing and continuing.
52. Each submission of an inflated time sheet constitutes the racketeering offense of mail fraud, pursuant to 18 U.S.C. §1341 and/or wire fraud, pursuant to 18 U.S.C. §1343.
53. The Individual Defendants' conduct violates 18 U.S.C. §1962(c) and gives rise to civil action under 18 U.S.C. §1964.
54. CET has been damaged by reason of the Individual Defendants' pattern of racketeering in the amount of at least five million three hundred eleven thousand six hundred twenty-seven dollars (\$5,311,627) in overpayments to Defendants. It was reasonable for CET to rely on the time sheets for their intended purpose. And, in reliance, CET did issue payment based on the inflated time sheets.

SIXTH COUNT

Violation of U.S.C. §1962(c) against all Defendants

55. CET incorporates the allegations of paragraphs 1-17.

56. ILWU and each Individual Defendant is a person within the meaning of 18 U.S.C. §1962(c).

57. ILWU is associated with CET in that it indirectly exercises substantial control over the labor at Terminal 5 that CET necessarily employs.

58. Each Individual Defendant is or has been employed by CET.

59. CET is an enterprise within the meaning of 18 USC §§ 1961(4) and 1962(c), and, at all relevant times, has engaged in activities affecting interstate commerce.

60. ILWU and each Individual Defendant conducts, and participates in the conduct of, the affairs of CET, and has done so through the above-described pattern of racketeering, which is ongoing and continuing.

61. Each submission of an inflated time sheet constitutes the racketeering offense of mail fraud, pursuant to 18 U.S.C. §1341 and/or wire fraud, pursuant to 18 U.S.C. §1343.

62. Defendants' conduct violates 18 U.S.C. §1962(c) and gives rise to civil action under 18 U.S.C. §1964.

63. CET has been damaged by reason of Defendants' pattern of racketeering in the amount of at least five million three hundred eleven thousand six hundred twenty-seven dollars (\$5,311,627) in overpayments to Defendants. It was reasonable for CET to rely on the time sheets for their intended purpose. And CET did rely and issue payment based on the inflated time sheets.

SEVENTH COUNT

Violation of 18 U.S.C. §1962(d) against all Defendants

64. CET incorporates the allegations of paragraphs 1-62.

65. ILWU and each Individual Defendant knew about, and agreed to participate in the above-alleged RICO violations.

66. Defendants' overbilling scheme involved a high level of coordination in terms of who would show up for work and when they would show up for work, who would not show up for work and when they would not show up for work, and what false time would nevertheless be included on time sheets. This scheme was participated in by each Defendant routinely over a period of years in a highly systematic and coordinated fashion.

67. Defendants conduct violates 18 U.S.C. §1962(d) and gives rise to civil action under 18 U.S.C. §1964.

68. CET has been damaged by reason of Defendants' conspiracy in the amount of at least five million three hundred eleven thousand six hundred twenty-seven dollars (\$5,311,627) in overpayments to Defendants.

V.

REQUESTED RELIEF

WHEREFORE, CET requests entry of judgment in its favor, and jointly and severally against all Defendants, in the amount of five million three hundred eleven thousand six hundred twenty-seven dollars (\$5,311,627), trebled to fifteen million nine hundred thirty-four thousand eight hundred eighty-one dollars (\$15,934,881), together with punitive damages, attorney fees and costs.

Dated: December 17, 2018

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: /s/ Jacqueline M. Damm

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